

**PLACER COUNTY
ADMINISTRATIVE SERVICES
DEPARTMENT**



Request For Proposals No. 9311

**Alternate Dispute Resolution Services
In accordance with the
California Dispute Resolution Programs Act (DRPA)**

County of Placer, California

Release Date: March 2, 2004

Submittal Deadline: April 12, 2004, 5:00 PM Pacific Time

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REQUEST FOR PROPOSALS DISPUTE RESOLUTION PROGRAM

1.0 INTRODUCTION

- 1.1 Placer County is issuing this Request for Proposals (RFP) to solicit proposals from eligible, qualified non-profit organizations or public entities to provide Alternative Dispute Resolution Services, as defined by the Dispute Resolution Programs Act of 1986, to the residents of Placer County.
- 1.2 It is the intent of this RFP process to establish a sufficient number of experienced providers, hereinafter referred to as contractors, to equitably serve a diverse population throughout the County. The County of Placer anticipates that multiple grant awards may result from this RFP, and that to the extent possible, funds available under this RFP will be allocated to ensure the greatest possible public access to Dispute Resolution Programs and services throughout the County.
- 1.3 Any contract(s) awarded pursuant to this RFP shall consist entirely of Dispute Resolution Programs Act (DRPA) funds collected from a fee imposed on specific court filings, and will be effective July 1, 2004 through June 30, 2006, with an option to extend for an additional two additional one-year terms, at the sole discretion of the County. The funding available from this source is estimated at \$65,000 per year. This funding estimate is provided for informational purposes only, and should be used only as a guideline; actual funding shall be dependent on revenues collected. If, during the term of the contract(s), the funds appropriated for the purpose of any awards are reduced or eliminated, or in the event the revenues are not collected at the level appropriated, Placer County may immediately reduce or terminate contract awards by written notice to the contractor(s).

2.0 BACKGROUND, AUTHORITY AND TIMEFRAME

- 2.1 The Dispute Resolution Programs Act of 1986 (Business and Professional Code Sections 465, et seq.) and its Regulations (California Code of Regulations Title 16, Division 36), hereinafter cumulatively referred to as DPRA, provides for the establishment and funding, at County option, of local Alternate Dispute Resolution Programs. The goal of the Act is the creation of a statewide system of locally funded programs that will provide Dispute Resolution Services (primarily conciliation and mediation) to County residents. The overall goal of the program is to establish effective and efficient services to assist people in resolving problems outside of the formal judicial system.
- 2.2 Effective with fiscal year 1994/95, the Placer County Board of Supervisors approved the County's participation in the program and authorized an increase of three dollars in court filing fees as provided for in the Act. In February 2003, the Placer County Board of Supervisors increased the court filing fees from three dollars per paper filed to eight dollars per paper filed, creating a significant increase in available funding over previous years.

2.3 The Placer County Alternate Dispute Resolution Program (hereinafter referred to as the program) shall be operated under the provisions of the DPRA, pursuant to Section 2.1 herein. The aforementioned statutes and regulations, including definitions, can be found on the California Department of Consumer Affairs website at http://www.dca.ca.gov/legal/dpra_regs.htm. Further information regarding the purpose, goals and intent of the above legislation and regulations can also be found at that website.

2.4 Alternate dispute resolution program services estimated timeframe shall be as follows:

<u>Date</u>	<u>Activity</u>
March 2, 2004	Alternate Dispute Resolution Program RFP available
March 15, 2004	Final due date for questions to be submitted
April 5, 2004	<u>Proposal submission deadline</u>
April 29, 2004	Interviews with Review Panel, if conducted
May 3, 2004	Applicants notified of Review Panel recommendations
May 21, 2004	Contract(s) completed
June 8, 2004	Formal selection of contractor(s) by Board of Supervisors
July 1, 2004	Program services begin

3.0 SCOPE OF WORK

- 3.1 The agency(s) selected, hereinafter referred to as the contractor(s), as the result of this RFP shall provide a complete Alternative Dispute Resolution Program in accordance with all terms, conditions, requirements and sections pursuant to Section 2.1 herein.
- 3.2 The contractor's program shall provide neutral persons adequately trained in conflict resolution techniques as required by the DRPA Rules and Regulations.
- 3.3 The contractor's program shall provide dispute resolution services on a sliding scale fee basis, and without cost to indigent persons as defined by the DPRA and Regulations.
- 3.4 The contractor's program shall provide, upon consent of the parties, a written agreement or an award resolving a dispute, which shall be issued setting out a settlement of the issues involved in the dispute, and the future responsibilities of each party.
- 3.5 The contractor's program shall provide neutral procedures applicable equally to all participants without any special benefit or consideration given to persons or entities providing funding for the program.
- 3.6 The contractor's program shall provide participation in the program that is voluntary, and shall ensure that the parties are not coerced to engage in dispute resolution processes.
- 3.7 The contractor's program shall provide a program where the primary purpose of the program is alternative dispute resolution, consistent with the purposes of the DRPA.

- 3.8 The contractor's program shall provide persons indicating an intention to utilize the dispute resolution process with a written statement, prior to any dispute resolution proceeding, in easy-to-read and understandable language, stating all of the following:
- 3.8.1 The nature of the dispute;
 - 3.8.2 The nature of the dispute resolution process;
 - 3.8.3 The rights and obligations of the parties, including, but not limited to, all of the following:
 - (1) The right to call and examine witnesses;
 - (2) The right of the parties to be accompanied by legal or other counsel, who may participate as permitted under the rules and procedures of the program.
 - 3.8.4 The procedures under which the dispute resolution will be conducted;
 - 3.8.5 If the parties enter into arbitration, whether or not the dispute resolution process will be binding.
- 3.9 The contractor(s) shall agree and understand that agreements resolving a dispute that are entered into with the assistance of the contractor(s), shall not be enforceable in a court of law, nor shall any such agreements be admissible as evidence in any judicial or administrative proceeding unless the consent of the parties, or the agreement, includes a provision that clearly states the intention of the parties that the agreement, or any resulting award, shall be so enforceable or admissible as evidence in a court of law;
- 3.9.1 The parties may agree in writing to toll the applicable statute of limitations during the pendency of the dispute resolution process.

4.0 OTHER CONTRACTUAL REQUIREMENTS

- 4.1 The contractor's program must be designed to address specific areas of need within Placer County, which shall include but not necessarily be limited to:
- 4.1.1 The encouragement of more extensive use and increased coordination of dispute resolution services in the County and the integration of dispute resolution techniques into existing processes within the courts, cities, County agencies, schools and other institutions throughout the County;
 - 4.1.2 Demonstrated ability to obtain the cooperation, support and active use of its program by local courts, justice, and judicial agencies within the community to be served. Development of a collaborative process for direct referrals from courts in jurisdictions served by the program is encouraged;
 - 4.1.3 Demonstration or encouragement of collaboration among organizations and agencies, and creativity in developing new programs that fill gaps in the County's dispute resolution services in underserved communities. A balance of services available throughout Placer County is considered ideal and will be heavily considered in proposals;
 - 4.1.4 Demonstrated ability to effectively publicize, encourage and educate the public as to the availability, desirability and use of alternatives to formal court procedures.

- 4.2 The contractor must be able to demonstrate that its agency's primary purpose is the provision of Dispute Resolution Services by documenting that a minimum of 51% of its estimated annual operating budget is allocated to, and expended solely for, dispute resolution services as defined by Section 3615 of the Program Regulations.
- 4.3 The contractor's organization must be either:
- 4.3.1 A distinct, definitive unit of a governmental entity with a separate and identifiable annual budget; or
 - 4.3.2 A non-partisan, non-profit corporation; or
 - 4.3.3 A distinct, definitive component or project of a non-partisan, non-profit corporation with a separate and identifiable annual budget.
- 4.4 Only 501(c)(3) non-profit organizations (including educational organizations) or governmental entities are eligible to receive funding under the DRPA. Non-profit organizations applying for funding that have overlapping structures and/or operations with for-profit dispute resolution providers should provide evidence of the following: DRPA funding/public monies must not be utilized either directly or indirectly to benefit any for-profit dispute resolution entity *nor should there be the appearance of such a relationship*. Overlapping structures may include, but are not exclusive to: shared personnel; board members; and/or shared office space between the entities. There must be a concise and easily identifiable separation of for-profit and non-profit entities. As such, a non-partisan, non-profit corporation or component thereof must also provide evidence that it:
- 4.4.1 Is exempt from federal taxation under Internal Revenue Code section 501(c)(3), or
 - 4.4.2 Has an application for section 501(c)(3) status currently pending before the Internal Revenue Service
- 4.5 Revenues generated pursuant to the Act shall not be used to replace any pre-existing allocations of county funds for the provision of dispute resolution services.
- 4.6 Funds generated under the Act can be used only to fund services authorized by the Act and related Regulations. Funds cannot be used for:
- 4.6.1 Family conciliation court or conciliation and mediation services pursuant to various sections of California Code, in particular, relevant codes contained in the California Family Code, or
 - 4.6.2 Judicial arbitration pursuant to section 1141.10 et seq., of the Code of Civil Procedure or any other formal or mandatory judicial arbitration program, or
 - 4.6.3 Any other programs or services not expressly authorized by the Act or these Regulations.

- 4.7 The contractor shall adhere to strict fiscal and accounting standards that shall include:
 - 4.7.1 Establishment of an accounting system that records, at a minimum: cash receipts and the value of in-kind resources as earned; expenditures; unpaid obligations; payroll data and disbursements; and non-expendable property.
 - 4.7.2 Establishment of a system of fiscal internal controls to: safeguard assets; check the accuracy and reliability of accounting data; and promote operational efficiency.
 - 4.7.3 The annual submission of an audited financial statement to the County Dispute Resolution Program Coordinator.
- 4.8 In order to assure that the designated program management team is used for the program, departure or reassignment of, or substitution for, any member of the designated program management team, including subcontractors, without prior approval of the County, may be grounds for cancellation of the contract at the option of the County.
- 4.9 The contractor shall adhere to County guidelines for allowable costs, reporting requirements, and accounting standards pursuant to County/contractor agreement. County accounting standards generally follow the California State Controller's Office (SCO) "Accounting Standards and Procedures for Counties", and federal Office of Management and Budget (OMB) Circular A-87.
- 4.10 The contractor, and subcontractors if any, shall comply with the provisions of a Drug-Free Workplace in accordance with Government Code Section 8355.
- 4.11 The contractor, and subcontractors if any, shall maintain an organization and workplace free of legally defined harassment, including but not limited to: Quid Pro Quo or unwelcome sexual advances made either explicitly or implicitly as a term or condition of employment, advancement used as the basis for employment decisions, or determination of service level; a hostile or offensive environment unreasonably interfering with an individual's work or performance; harassment by non-employees; and any related retaliation.
- 4.13 The contractor shall provide County required reporting, which may be revised from time to time, to incorporate information consistent with various County initiatives, including probable considerations for efficiency measurements.

- 4.14 A sample contract is included as Attachment A to this document. The Contractor shall be required to execute a similar contract upon selection of the successful applicant and final negotiation of contract terms. Minimum hold harmless, insurance and indemnification requirements for the proposed contract are included in the sample contract. The Contractor shall be required to maintain, and submit proof of, the levels of insurance indicated, as well as to indemnify and hold the County harmless against liability pursuant to the indemnification language included in the sample contract.

5.0 PROPOSAL SUBMISSION REQUIREMENTS

- 5.1 One (1) original and five (5) copies of the proposal shall be received not later than the time and date indicated on the cover page of this RFP. Proposals must be submitted to the Administrative Services Department, Procurement Division, 2964 Richardson Drive, Auburn, CA 95603-2640. Faxed and/or emailed proposals shall not be accepted.
- 5.2 Late proposals shall not be accepted or considered; there shall be no mitigating circumstances. The County of Placer shall not be responsible for proposals delivered to a person or location other than as specified in this RFP.
- 5.3 All proposals shall be submitted in a sealed envelope or container, and clearly marked with the RFP number, the title "Alternate Dispute Resolution Services", and the proposal submission deadline.
- 5.4 All proposals, whether selected or rejected, shall become the property of Placer County.
- 5.5 All costs associated with proposal preparation shall be borne by the applicant.
- 5.6 In any request or decision involving a proposal mistake, correction or withdrawal, Procurement staff will consult with County Counsel. Except as otherwise specified in Section 5100 of the Public Contract Code, correction or withdrawal of inadvertently erroneous proposals before or after proposal submission deadline may be permitted only if such correction or withdrawal is not prejudicial to the interest of the County or fair competition.
- 5.7 Mistakes in proposals detected prior to the proposal submission deadline may be corrected or withdrawn by the applicant with a written request received by the Procurement Division prior to the date and time designated for the proposal submission deadline. The written request must be signed by the same person who signed the original proposal, and shall be sealed, time-stamped and deposited in the same manner as the original proposal. Oral, faxed, emailed or telegraphic corrections or withdrawals shall not be permitted.
- 5.8 An initial recommendation for contract award does not mean that a proposed program necessarily complies with all of the requirements and conditions to execute a contract for service with the County. A funding recommendation or offer to contract may be withdrawn upon failure of reasonable attempts to successfully negotiate and reach

mutual agreement. If a contract for services is not executed within 30 days of the grant award notice, the County Dispute Resolution Program Coordinator, upon approval of the County Board of Supervisors, reserves the right to withdraw the offer of award and enter into contract negotiations with the next highest qualified applicant, arrange for service delivery with an appropriate County Department, or discontinue the program in its entirety, if applicable.

6.0 PROPOSAL FORMAT

6.1 A qualifying proposal must contain all of the following in the following order:

6.1.1 A cover letter, showing the exact legal name of the applicant agency and its Alternate Dispute Resolution Program. Also indicated must be the person or persons (e.g., agency director or board chair) having legal authority to bind the applicant agency to a contract. The cover letter shall be signed by the authorized employee or officer of the agency, and shall briefly summarize the proposal. Additionally, applicants must state in the cover letter that the applicant's proposal shall be in accordance with all terms, conditions and requirements contained in this RFP and with the California Dispute Resolution Programs Act and Regulations. The cover letter shall also state that the proposal shall remain valid for a period of up to ninety (90) days following the date of receipt of the proposal. The cover letter should not exceed two (2) pages in length. As such, proposals which are signed:

- For a non-profit corporation, shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- For a government entity, shall be signed in the name of an individual authorized to sign on behalf of the applicable entity. The title of the office held by the person signing for the entity shall appear below the signature of the officer.

6.1.2 A description of the Contractor's agency and a statement of the agency's knowledge of, and qualifications for, performing the services pursuant to DPRA, and a description of the agency's previous successful experience with the same or similar services.

- Provide a brief narrative describing the agency administering the program including: 1) why the organization was founded; 2) past and current activities; 3) total staff by title and requisite qualifications; and 4) a description of funding sources over the past three years.
- Provide a brief narrative of: 1) the program's history and potential for change; 2) how possible economic and/or societal (or any other described causation) changes may affect the program; and 3) how any such changes will be successfully incorporated by the agency.

6.1.3 Provide a narrative description of your organization's Alternate Dispute Resolution

Program, including but not necessarily limited to:

- A detailed description of what services are rendered, from public/client contact through binding or non-binding dispute resolution. Describe the types of disputes handled and dispute resolution services offered, and any agency or other imposed restrictions to program services. Describe assessment, screening and intake procedures, and dispute resolution procedures.
- Describe the target population (i.e., domestic violence, neighborhood conflict, human relations, consumer issues, juvenile issues, landlord/tenant disputes, etc.).
- Describe the program's ability to respond to disputants' diverse language needs, and staff's ability to provide culturally competent services.
- Describe client follow-up, including how often, and the allowable time period for which clients may continue to obtain services involving unresolved disputes.
- Describe the organization's method of recruiting mediators, and methods employed to comply with the training requirements specified in DPRA. Attach staff training verification (DRPA Regulation 3622) and an outline and schedule of volunteer training including information showing number of volunteers under 25 hours, at 25 hours and over 25 hours of certified training. (Please do not submit roster of volunteers).
- Describe methods to monitor and evaluate the program, and attach a copy of the most recent annual services report. Describe the program's desired and projected outcomes in quantifiable, measurable terms to the extent practical, and include the categories listed below. Also include a sample client evaluation form and any statistical report generated from the evaluation information, such as percentage of clients responding, number who would use services again and/or number who would refer to others, etc.
- Provide the following information:
 - Total Number Of Disputes Managed, Two Year Actual Data (FY2001/02 & FY2002/03). Clients Served by:
 - Phone Counseling:
 - Referrals:
 - Direct Service:
 - Mediation:
 - Arbitration:
 - Conciliation:
 - 1-Party Counseling:
 - Other:
 - Total Number of Resolutions:
 - Total Number of Volunteers Trained:
 - Total of Number of Volunteers Available for Mediations:
- Describe how you have publicized services to potential referral agencies and the general public in the past, and how you propose to publicize and market your program if awarded a contract.
- Explain the organization's presence, if any, on the internet, including E-mail capability, electronic links with other organizations, and how the organization

maintains and updates its website, if applicable.

- Describe how the organization cooperates with other civic groups, social service and education agencies, government entities and/or justice agencies within specific areas and within the County at large. Attach to the Appendix any letters outlining how referrals are made to your agency, Memoranda of Understanding, and/or Operating Agreements.
- 6.1.4 Provide an organization chart, and include a brief summary of the qualifications and experience of each team member, including resumes and length of service with the agency.
- 6.1.5 List those portions, if any, of the total program for which your agency will require the services of subcontract agencies, and a detailed description of those subcontractor(s).
- 6.1.6 Submit an estimated annual operating budget reflecting that at least fifty percent (50%) of the program's anticipated revenues will be derived from sources other than those requested pursuant to the Act. In-kind services may be credited toward such other revenues in accordance with the Act.
- Describe how your program might continue services if County funding is reduced within the herein defined grant period.
 - Describe how your organization will raise funds and generate community resources to meet the minimum 50% match requirement.
- 6.1.7 A complete audited financial statement for a one-year period, prepared by an independent certified public accountant, must be attached, or another equivalent statement such as an audit conducted by a governmental funding source, or personal financial statements, if applicable. The statement shall be no more than 12 months old at the time of submission, and prepared in conformity with generally accepted accounting principles.
- 6.1.8 Proposals must include letters of support from community organizations, judicial and legal system representatives, administrative agencies, and other organizations operating in the proposed service areas which attest to support for utilizing the applicant's programs and services, and stating commitment to make referrals to the applicant agency during the time period encompassed by this RFP.
- 6.1.9 Proposals shall also include the following forms that are included as Exhibits 1 through 4 of this document (Note: Exhibits 1 through 4 are available in Word format on the web page with the pdf Version of the RFP. The remainder of the RFP is NOT available in Word format.
- Exhibit 1: Program Summary Page
 - Exhibit 2: Proposed Budget - County forms and instructions attached for budget required by Section 6.1.6 above.
 - Exhibit 3: Accounting System Certification
 - Exhibit 4: Agency Involvement in Litigation

- 6.2 The following documents must be tabbed and labeled and attached in the proposal's Appendix:
- 6.2.1 Current Board of Directors roster (with addresses and phone numbers)
 - 6.2.2 Articles of Incorporation
 - 6.2.3 Organizational By-Laws
 - 6.2.4 List of Program Sites and Facilities
 - 6.2.5 Revenue Disclosure Statement - attach letters of funding commitments from other sources, if applicable.
 - 6.2.6 Evidence of Federal Tax Exemption
 - 6.2.7 Copy of current "Client Information Statement" (Reg. 467.3)
 - 6.2.8 Graphs and/or charts displaying:
 - Prior two year's performance (if applicable) by service category
 - Projected two year's performance
 - Client evaluation feedback (based on agency's evaluation form, please attach sample form)
 - 6.2.9 Personnel Policies
 - 6.2.10 Duty Statements and Resumes of all Professional Staff
 - 6.2.11 Policy on Confidentiality
 - 6.2.12 Documentation that applicant is a distinct, identifiable unit of a private or public agency that has a separate and identifiable operating budget, if applicable.
 - 6.2.13 Sample "Agreement to Mediate".
 - 6.2.14 Publicity and Marketing Examples
 - 6.2.15 Sliding scale fee schedule
 - 6.2.16 Annual Services Report
 - 6.2.17 Sample User Evaluation Form
 - 6.2.18 Sample Statistical Report
- 6.3 NEW PROGRAM PROVIDERS ONLY – Provide a timeline based schedule that includes projected costs for major actions such as start-up, recruitment, training, service delivery, follow-up, retraining, and other significant milestones. Also provide a narrative as to how all goals of the Alternate Dispute Resolution Services Act shall be met.

7.0 EVALUATION CRITERIA AND SELECTION PROCESS

- 7.1 This solicitation is being conducted in accordance with the Placer County Purchasing Policy Manual. The Procurement Division will review all proposals received and make responsiveness determinations relative to timeliness, signatures or other proposal related issues. A non-responsive submittal must be eliminated from further consideration and cannot be recommended for a contract award. Upon completion of the responsiveness review, an evaluation committee will review each of the responsive proposals, and will evaluate the proposals in accordance with the criteria indicated below.

- 7.2 The Review Panel will prepare evaluations based upon the weighted evaluation criteria contained in this RFP, and the top ranked agency(s) will be recommended for award to the Placer County Board of Supervisors. County staff will negotiate a contract(s) pursuant to direction from the Board of Supervisors. The evaluation criteria shall be:

<u>Criteria</u>	<u>Impact Points</u>
Cost considerations:	
Unit Cost/Sliding Scale Fees (quantitative comparison)	10
Quality of the proposed budget (qualitative comparison)	5
Quality and validity of the proposed program	20
Number of participants who may be served and size of service area proposed	25
Administrative and program management capability	15
Community support factors	20
Overall proposal presentation (i.e. information flow, proposal structure, table of contents, etc.)	5

- 7.3 Pursuant to existing Placer County policy, a five percent (5%) credit will be added to the submitting agency's aggregate score during the evaluation process for agencies with business addresses in Placer County providing specific criteria are met. Agencies requesting this credit must submit an Affidavit of Eligibility with their Proposal, or have one already on file with the Procurement Division. Criteria and affidavit forms are available via a "fax on demand" system by calling 530-889-7776, option 4, and entering your full fax number (including the "1" and your area code if different from 530), and following the instructions for faxing. The information and affidavit forms are also available on the County's website at www.placer.ca.gov.
- 7.4 A reasonable number of agencies with the most highly qualified proposals may be invited for interviews and further consideration. The proposed program manager, agency director and/or board chair shall represent the agency during the interview process, if applicable.
- 7.5 The County of Placer reserves the right to award a contract to the agency that presents the proposal, which, in the sole judgment of the County, is determined to be the most advantageous offer based on the criteria as indicated above.

8.0 PROTESTS AND APPEALS PROCESS

- 8.1 The County has a Protest and Appeals policy that has been adopted by the Board of Supervisors. This policy is set forth in the County's Purchasing Policy Manual and provides for an appeals process, conditions for hearings by the Director of

Administrative Services and the Board of Supervisors, stays of contract awards and

remedies. Protests must be submitted in writing to Rich Colwell, Director of Administrative Services, 2986 Richardson Drive, Auburn, CA 95603-2640, within seven (7) working days after an applicant knows or should have known the facts giving rise to a protest.

- 8.2 The Protest and Appeals policy is Chapter 10 of the Purchasing Policy Manual, as previously referenced in this RFP.

9.0 CONFLICT OF INTEREST

- 9.1 Applicants warrant and covenant that no official or employee of the County of Placer, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract.
- 9.2 The Placer County Purchasing Policy Manual sets forth policies establishing ethical standards for purchasing activities.

10.0 INQUIRIES

- 10.1 All inquiries regarding the RFP process or proposal submission must be directed to:

Adena Huhmann, CPPB, Supervising Buyer
Placer County Procurement Services Division
2964 Richardson Drive,
Auburn, CA 95603-2640
Phone: 530-889-4258

11.0 ATTACHMENTS AND EXHIBITS

Attachment A: Sample Contract with Insurance/Indemnity Requirements

- Exhibit 1: Program Summary Page
Exhibit 2: Proposed Budget - County Forms and Instructions
Exhibit 3: Accounting System Certification
Exhibit 4: Agency Involvement in Litigation

Administering Agency: Placer County – County Executive Office

Contract No. _____

Contract Description: Alternate Dispute Resolution Services

CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of _____, 2004, by and between the County of Placer, ("County"), and _____ ("Contractor"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in RFP No. 9311, to include Addenda (if any), and Contractor's response to said document. Contractor shall provide said services at the time, place, and in the manner specified in RFP No. 9311.
2. Payment. County shall pay Contractor for services rendered pursuant to this Agreement at the time and in the amount set forth in RFP No. 9311, and Contractor's response to said document. The payment specified in RFP No. 9311, and Contractor's response to said document shall be the only payment made to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for said services to County in the manner specified in RFP No. 9311.
3. Facilities, Equipment and Other Materials, and Obligations of County. Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. Exhibits. All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. Time for Performance. Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
6. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of the County. County shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.
7. Licenses, Permits, Etc. Contractor represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Contractor to practice its profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

8. Time. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
9. Insurance. Contractor shall file with County a Certificate of Insurance, with companies acceptable to County, with a Best's Rating of no less than A:VII showing the following coverage:
 - A. Workers' Compensation and Employers' Liability Insurance
 - 1) Workers' Compensation Insurance shall be provided, as required, by any applicable law or regulation. Employers' liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.
 - 2) If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
 - 3) Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County."
 - 4) Contractor shall require all sub-Contractors to maintain adequate Workers' Compensation Insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.
 - B. General Liability Insurance
 - 1) Comprehensive General Liability or Commercial General Liability insurance shall be provided covering all operations by, or on behalf of Contractor, covering bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for contractual liability insuring the obligations assumed by Contractor in this Agreement.
 - 2) One of the following forms is required:
 - a) Comprehensive General Liability;
 - b) Commercial General Liability (Occurrence); or
 - c) Commercial General Liability (Claims Made).
 - 3) If Contractor carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
 - a) One million dollars (\$1,000,000) each occurrence;
 - b) One million dollars (\$1,000,000) aggregate.

- 4) If Contractor carries a Commercial General Liability (Occurrence) policy:
 - a) The limits of liability shall not be less than:
 - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
 - ii) One million dollars (\$1,000,000) for Products-Completed Operations;
 - iii) One million dollars (\$1,000,000) General Aggregate.
 - b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately to this contract, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- 5) Special Claims Made Policy Form Provisions:

Contractor shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:

 - a) The limits of liability shall not be less than:
 - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
 - ii) One million dollars (\$1,000,000) aggregate for Products-Completed Operations;
 - iii) One million dollars (\$1,000,000) General Aggregate.
 - b) The insurance coverage provided by Contractor shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

C. Endorsements:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- 1) "The County, its officers, agents, employees and volunteers, and the County of Placer, its officers, agents, employees and volunteers, are to be covered as insureds for all liability arising out of operations, or on behalf of, the named insured in the performance of this Agreement."
- 2) "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County with respect to any insurance or self-insurance programs maintained by County, and no insurance held or owned by County shall be called upon to contribute to a loss."
- 3) "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to County."

D. Automobile Liability Insurance

- 1) Automobile Liability insurance shall be provided covering bodily injury and

property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

2) Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

10. Indemnity. Contractor shall defend, indemnify, and save and hold harmless County, its officers, agents and employees from any claims, suits and actions of every name, kind and description brought forth, or on account of injuries to or death of any person, or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from County's sole active negligence.

As used above, the term "County" means Placer County or its officers, agents, employees and volunteers.

11. Contractor Not Agent. Except as County may specify in writing Contractor shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to Bind County to any obligation whatsoever.

12. Assignment Prohibited. Contractor may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.

13. Personnel.

A. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Contractor shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.

B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Contractor agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subcontractors named in the Project Team by Contractor without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Section 15 (Termination) of this Agreement only for that work performed by Project Team members.

14. Standard of Performance. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

15. Termination.

- A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Contractor. In the event County shall give notice of termination, Contractor shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:
- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Agreement.
 - 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.
- B. Contractor may terminate its services under this Agreement upon thirty- (30) working days' advance written notice to the County.

16. Non-Discrimination. Contractor shall not unlawfully discriminate or knowingly permit unlawful discrimination on the basis of race, color, gender, religion, national origin, age, disability, sexual orientation, political beliefs, veteran's status, other non-merit factors unrelated to job duties, or any other legally protected characteristic in hiring, promoting, discharging, or otherwise determining the conditions of employment of any person; and accepting or terminating representation of any client in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
17. Records. Contractor shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Contractor until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
18. Ownership of Information. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of County, and Contractor agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Contractor harmless from any claim arising out of reuse of the information for other than this project.

19. Waiver. One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
20. Conflict of Interest. Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Contractor agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.
21. Placer County Code of Ethics. As a matter of general information to all contractors, in 1997 Placer County adopted a Code of Ethics that is included in the Placer County Administrative Rules, Chapter 16. The Code of Ethics addresses the following subjects: a) Confidential Information -- Disclosure prohibited; b) Incompatible Activity; c) Gifts and Gratuities; d) Favored Treatment; e) Influence Decision; f) Uphold Laws; g) Diligent Work and Effort; h) Be Efficient and Economical; i) Expose Corruption; j) Public Office Held as Public Trust; k) Private Use of Government Resources Prohibited; l) Honesty and Integrity in Public Duties.
22. Entirety of Agreement. This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
22. Alteration. No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.
23. Governing Law. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Contractor hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.
24. Notification. Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

County of Placer
Placer County – County Executive Office
Attn:
175 Fulweiler Ave
Auburn, CA 95603
Phone
Fax
Email

Contractor

Attn:
address
city, state, zip
Phone
Fax
Email

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

COUNTY OF PLACER

By: _____

Printed Name/Title: _____

Approved As to Form – County Counsel:

By: _____

CONTRACTOR - _____ *

By: _____

Name: _____

Title: President/Vice President

By: _____

Name: _____

Title: Secretary

**If a non-profit corporation, agreement must be signed by two corporate officers; one must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation. If a government entity, agreement must be signed by Chair of Governing Board*

RFP No. 9311 - Dispute Resolution Program Proposal - Summary Page

Agency Name: _____

Program Title: _____

Contact Person: _____

Address: _____ Telephone: _____

(E-mail address) _____ Website: _____

Geographical areas proposed to be served pursuant to this RFP (check all that apply) with a brief description of available dispute resolution services and facilities within the geographical area:

- () Roseville Area _____
- () Rocklin Area _____
- () Loomis Area _____
- () Auburn Area _____
- () Colfax Area _____
- () Lincoln Area _____
- () Lake Tahoe Area _____
- () All of the above (Countywide) _____
- () Other (please describe) _____

Geographical areas served pursuant to other Alternate Dispute Resolution Program agreements.

Type of Agency: Public _____ Non-Profit 501(c) (3) _____

Total Grant Requested	Total Matching Funds		Total Program Budget
	Match:	In-kind Value:	
	Match:	In-kind Value:	

Prepared by _____ Date _____ Telephone _____

Authorized Signature: _____ Title: _____

COMPOSITE PROGRAM BUDGET
(For Contracted Service Component)
REVENUE/EXPENSE SUMMARY

Applicant:		Period:		
SOURCE/S OF FUNDS	TOTAL	APPROPRIATION REQUIREMENTS		
Revenue Categories		Expenditure Categories:		
		Salaries & Benefits	Services & Supplies	Fixed Assets
I. COUNTY-ALLOCATED FUNDS				
Subtotal				
II. OTHER FUNDING SOURCES				
A. Federal				
B. State				
C. City				
D. Client Fees				
E. Private				
F. Miscellaneous/Other/In-Kind (show calculation on attached pages)				
Subtotal				
GRAND TOTAL				

COMPOSITE PROGRAM BUDGET
(For Contracted Service Component)
REVENUE SOURCES/EXPENDITURE CATEGORIES DETAIL (FORM II)

Contractor:							<i>Period</i>
Expenditure Categories	Revenue Sources Detail						TOTAL
Salaries & Wages (Position Title, Monthly Salary, % Full Time Equivalent)							
Salaries Subtotal							
Benefits							
Benefits Subtotal							
Salaries & Benefits Total							

Expenditure Categories	Revenue Sources Detail						TOTAL
Services & Supplies							
Services & Supplies Subtotal							
Fixed Assets							
Fixed Assets Subtotal							
Salaries & Benefits Subtotal (from Pg. 2)							
GRAND TOTAL							

Composite Program Budget Instructions

Note: Budget forms must be submitted for each year of the funding cycle; two (2) budget forms are required, 1) for the fiscal year 2004/2005; and 2) for the fiscal year 2005/2006.

Form I - Revenue/Expense Summary

- A. Please summarize revenue totals by categories and show the distribution of those funds to the following three expenditure categories:
1. Salaries and Benefits
 2. Services and Supplies
 3. Fixed Assets
- B. Following are examples of Revenue categories:
1. County Allocated Funds
 2. Funds requested from Dispute Resolution Act.
 3. Other Sources of Funds
 - Federal - examples: Direct grants or allocations
 - State - examples: Direct grants or allocations
 - City - examples: Direct grants or allocations
 - Client Service Fees - Direct payments from individuals
 - Private - examples: Donations; grants; solicitations; United Way; etc.
 - Miscellaneous/Other - examples: Funds not included in any of the above categories; in-kind services if used as match.

Form II - Revenue Sources/Expenditure Categories

Following are instructions for completing Form II.

- A. Provide detail regarding anticipated revenues and expenditures.
1. The totals for the three categories, Salaries and Benefits, Services and Supplies, and Fixed Assets, must agree with the totals for these categories on Form I.

B Expenditure Categories

1. Identify estimated expenditures in each of the following categories:
 - Salaries: List all personnel working on the program by position, with monthly salary rates and percent of time spent on the dispute resolution program. If volunteer hours will be used as In-Kind Match, indicate projected number of hours and the hourly rate, not to exceed \$25.00 per hour.
 - Fringe Benefits: List all fringe benefits. Indicate percentages of salary costs used to determine the cost of fringe benefits.
 - Services and Supplies: List all services and supplies accounts. Following is a list of account examples:
 - Office Supplies and Equipment
 - Utilities
 - Communication (Telephone, Information Technology)
 - Membership Dues
 - Travel and Transportation
 - Training
 - Publications and Legal Notices
 - Professional and Specialized Services
 - Professional Liability Insurance
 - Automobile Insurance
 - Rents and Leases - Equipment
 - Rents and Leases - Land, Structures, and Improvements
 - Leased Property Maintenance and Improvements
 - Miscellaneous Expense

- C. Fixed Assets: List anticipated expenditures for the acquisition of movable personal property of a relatively permanent nature and of significant value, such as office equipment/, furniture, and vehicles. "Relatively permanent" is defined as having a useful life of three (3) or more years. "Significant value" is defined as \$5,000 or more.

- D. Title to all personal property having a unit purchase price of over \$5,000 acquired by grantees shall vest in the County and shall be returned to the County at the expiration or termination of the contract.

ACCOUNTING SYSTEM CERTIFICATION

SECTION I

Statement of Public Financial Officer (If the applicant is a Public Agency or when the Accounting System of Private Non-profit Agency will be maintained by a Public Agency).

I am the Chief Financial Officer of _____ (Name of Public Agency) and, in this capacity, I will be responsible for providing financial services adequate to insure the establishment and maintenance of an accounting system for _____ (Name of Applicant) which is a public (or non-profit) agency charged with carrying out a Dispute Resolution Program. The accounting system will have internal controls adequate to safeguard the assets of such agency(ies), check the accuracy and reliability of accounting data, promote operation efficiency, and encourage compliance with prescribed management policies of the Agency(ies).

NAME OF PUBLIC AGENCY/ADDRESS

TYPED NAME OF FINANCIAL OFFICER /SIGNATURE /DATE

SECTION II

STATEMENT OF PUBLIC ACCOUNTANT (If applicant is a Private Non-profit or Public Agency whose accounting system will not be maintained by a Public Agency).

I am a certified or duly licensed public accountant and have been engaged to examine and report on the financial accounts of the _____ (Name of Agency), which is a private non-profit organization (or public agency). I have reviewed the accounting system that this agency has established and, in my opinion, it includes internal controls adequate to safeguard the assets of such agency(ies), checks the accuracy and reliability of accounting data, promotes operating efficiency, and encourages compliance with prescribed management policies of the agency(ies).

NAME OF AGENCY ADDRESS

TYPED NAME OF PUBLIC ACCOUNTANT SIGNATURE

ADDRESS

AGENCY INVOLVEMENT IN LITIGATION

Program Title	Organization Name	
<p>Check yes or no to the following questions. If a YES answer is checked, please fully explain the circumstances and include discussion of the potential impact on the program if funded.</p>		
	YES	NO
1) Is the organization involved in litigation now or within the last two years?		
2) Is the Program Director/Administrator involved in litigation?		
3) Are any members of the Board of Directors unable to be bonded?		
4) Are any key staff members unable to be bonded?		
5) Have any unfavorable rulings been rendered by the courts against your agency?		
6) Have any unfavorable rulings been rendered by the courts against the Program Director/Administrator?		
7) Has the Agency or Program Director/Administrator ever been cited for improper management?		
8) Has the Agency or Program Director/Administrator ever had public or foundation funds withheld?		
9) Has the Agency ever had their non-profit status revoked or withheld?		

RESPONSE SECTION

If any of your answers are YES, indicate case number, court, date of action, and action summary.